

EXHIBIT 1



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General

Virgin Mobile USA, LLC's terms apply to the phones we sell and services we offer to our customers. By purchasing, activating or using a Virgin Mobile phone, you agree to these Terms of Service. If you do not agree to these terms, please contact **Virgin Mobile At Your Service** immediately at 1-888-322-1122.

Our service is provided at our discretion. We can modify or cancel it or take corrective action at any time without prior notice and for any reason, including, but not limited to, your violation of any of these terms. We might change our terms, including pricing, from time to time, so check the Virgin Mobile website, www.virginmobileusa.com, for the most recent pricing and terms. By purchasing a Virgin Mobile phone or using our service, you agree to be bound by the most recent version of our terms.

You agree not to use Virgin Mobile services in any way that is illegal, fraudulent or abusive as determined by Virgin Mobile in its sole discretion. You may not alter any of the hardware or software on your Virgin Mobile phone. The Virgin Mobile service is for personal use, and the phones may not be purchased in bulk and sold to third parties.

You may not use our service in a manner that interferes with another Virgin Mobile customer's use of our service. We have determined that our ability to provide good service may be impaired when customers place an abnormally high number of calls, send or receive an unusually high number of messages, or repeatedly place calls of unusually long duration, relative to typical usage by other Virgin Mobile customers on similar service plans. Abnormally frequent or long use of our service is generally indicative of a mobile phone used for other than personal use in violation of these terms.

Telecommunications Services

Telecommunications services are provided by Virgin Mobile USA, LLC using the nationwide Sprint PCS Network exclusively through Virgin Mobile phones purchased from Virgin Mobile or an authorized retailer. You cannot use our service with any other phone, device or on any other network. Airtime is for domestic and international calling from the United States and related services as contemplated by these terms. Virgin Mobile phones and phone numbers may not be used as a pager or voicemail-only service, and Virgin Mobile may terminate any account if usage is limited to pager or voicemail retrieval service.

Service is only available in geographic areas covered by the digital service network footprint of our service partners, Sprint and its affiliates. Local phone numbers may not be available in certain affiliate markets.

Quality of service may be affected by conditions beyond our control, including atmospheric, geographic, or topographic conditions, or you dropping your phone in the bathtub. We do not warrant or guarantee that service will be available at any specific time or geographic location, or that service can be provided without interruption. We may give credit for continuous service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, and if you notify **Virgin Mobile At Your Service** at 1-888-322-1122 within seven days of the interruption.

Service Options

Virgin Mobile provides you with the option to pay by the minute or pay by the month for your service. You can choose among the following great service options.

Pay-by-the-Minute Plans

- 18¢ Talk.
Pay 18¢ for each minute you use.
- 20¢/10¢ Talk.
Pay 10¢ for each Mobile to Mobile minute between Virgin Mobile USA phone numbers and 20¢ for each other minute you use.
- \$6.99 Talk--Pay \$6.99 Each Month for 10-Cent Minutes All of the Time.
Pay \$6.99 plus taxes and surcharges each month for 10-cent minutes all of the time (you pay a monthly charge of \$6.99 and pay 10¢ for each minute you use; there is no

distinction between anytime and night and weekend minutes with this option).

Alternatively, existing customers using one of the Pay-by-the-Minute plans described below may continue to use them:

Minute2Minute

Charges for Minute2Minute service are 25¢ each minute for the first 10 minutes of each day and 10¢ each minute after that. It's that simple.

Day2Day

Pay 35¢ every day for 10¢ for each minute all of the time. To ensure that each minute you talk is only 10¢, the 35¢ charge will be deducted from your account each day.

Pay-by-the-Month Plans

You may choose one of the following ways to pay by the month. Just pick the monthly service offer that fits your lifestyle and you will receive the number of monthly anytime and night and weekend minutes that corresponds to your selected monthly payment:

- \$99.99 plus taxes and surcharges for 1,000 anytime minutes, unlimited night and weekend minutes, and unlimited anytime Mobile to Mobile minutes between Virgin Mobile USA phone numbers.
- \$59.99 plus tax and surcharges for 600 anytime and unlimited night and weekend minutes.
- \$44.99 plus tax and surcharges for 400 anytime and 2,000 night and weekend minutes.
- \$34.99 plus tax and surcharges for 300 anytime and 1,000 night and weekend minutes.
- \$24.99 plus tax and surcharges for 200 anytime minutes (there are no night and weekend minutes with this option).
- \$14.99 plus tax and surcharges for 100 anytime minutes (there are no night and weekend minutes with this option).

Upon payment of the monthly charge for any Pay-by-the-Month plan, you will receive the number of minutes associated with that plan. Unused minutes expire at the end of your monthly period, and you may not use them in subsequent months. If you exceed the number of anytime minutes associated with your plan before a new monthly billing cycle starts, you will be charged 25¢ for each additional anytime minute you use provided that you have a sufficient balance in your account. If you activated service prior to October 24, 2007, were on a Pay-by-the-Month plan as of this date, and remain on the same Pay-by-the-Month plan thereafter, you will continue to be charged for additional anytime minutes as you have been charged prior to that date; but if you switch to another plan, you will be charged as described above. If you fail to pay your monthly charge, you will be charged 18¢ for each minute you use provided that you have a sufficient balance in your account.

Night minutes must be used between 7:00 p.m. to 7:00 a.m. Monday-Friday, and weekend minutes must be used between 7:00 p.m. Friday to 7:00 a.m. Monday. Times are based on the calling location of your phone when the call is made, not your phone's area code.

If you are on a Pay-by-the-Month plan with Mobile to Mobile minutes and make a Mobile to Mobile call during the night or weekend period, we will first deduct any remaining Mobile to Mobile minutes in your account before using night and weekend minutes. If you have used all of your night and weekend minutes and make a call during that period, we will deduct any bonus minutes you may have received before using anytime minutes. VirginXL and VirginXtras are deducted from the cash balance in your account. Services that have both cash and minutes-denominated components, such as international long distance or 411 directory assistance, will be deducted from the cash balance in your account as well as from anytime or night and weekend minutes.

Month2Month

Existing customers using the Month2Month plan described below may continue to use this plan. Month2Month automatically adjusts to four levels of minutes based on your usage each month:

Level 1: \$29.99 plus tax and surcharges for 150 anytime and 150 night and weekend minutes.

Level 2: An additional \$10 + tax and surcharges for 100 additional anytime minutes and 850 night and weekend minutes.

Level 3: An additional \$10 + tax and surcharges for 100 more anytime minutes and unlimited night and weekend minutes.

Level 4: An additional \$10 + tax and surcharges for 50 anytime minutes. Level 4 repeats as necessary based on usage.

You start each month at Level 1. Virgin Mobile will notify you when you have 15 anytime minutes left at your current level. You will be upgraded to the next level and charged an additional \$10 + taxes and surcharges when approximately 10 anytime minutes remain in any level. You move to the next level when you use all of the anytime minutes at the preceding level. If a new monthly billing cycle starts before you use the 50th minute in Levels 2, 3 or 4, you will receive a credit to your account at a rate of 20¢ for each unused minute in that level up to 50 minutes.

Night and weekend minutes roll-over to the next level for that month. If you run out of night and weekend minutes in any level, any bonus minutes you may have received are used before the anytime minutes. VirginXL and VirginXtras are deducted from the cash balance in your Month2Month account. Services that have both cash and minutes-denominated components, such as international long distance or 411 directory assistance, are debited from the cash balance in your Month2Month account and use anytime or night and weekend minutes as well.

For the Month2Month service option, anytime minutes must be used between 7:00 a.m. to 9:00 p.m. Monday-Friday. Night minutes must be used between 9:00 p.m. to 7:00 a.m. Monday-Thursday. Weekend minutes must be used between 9:00 p.m. Friday to 7:00 a.m. Monday. Times are based on the location of your phone when the call is made, not your phone's area code.

Payment Methods

Top-Up

Top-up is how you add money to your Virgin Mobile account and keep the calls coming. You can top-up your account automatically by registering your credit or debit card, you can buy top-up cards at thousands of retail locations, or use your registered checking or PayPal account. Top-up cards come in increments of \$20, \$30, \$50 and \$90. Sales taxes apply.

The minimum top-up amount when using a credit or debit card is \$10 (\$15 if you select Auto Top-Up) and the maximum amount is \$120. The maximum balance allowed in an account at one time is \$400. The value of any top-up amount or card cannot be applied to any other wireless service. You cannot add more than \$150 each day to your Virgin Mobile account.

Auto Top-Up

By registering for Auto Top-Up you agree to have the amount you have selected deducted from your credit card, debit card or your registered checking or PayPal account and added to your Virgin Mobile account by choosing one of the following options: (1) once every month on the date you specify, (2) once every 90 days, or (3) when your balance falls below \$5 or 90 days from your last top-up (whichever comes first).

You can set up, modify, or cancel your Auto Top-Up preferences at www.virginmobileusa.com or by calling **Virgin Mobile At Your Service** at 1-888-322-1122.

Instant Top-Up

When you select Instant Top-Up you are agreeing to have the amount you choose immediately deducted from your credit card, debit card or registered checking or PayPal account.

Go to www.virginmobileusa.com or call **Virgin Mobile At Your Service** at 1-888-322-1122 for more information about all of the easy ways you can top-up your Virgin Mobile account.

Payment Methods for Pay-by-the-Month and the \$6.99 Talk Plans

You may register a credit card, debit card, checking or PayPal account to participate in the monthly service options. You may also use top-up to pay recurring charges for Pay-by-the-Month and the \$6.99 Talk plans. However, to participate in Month2Month, you must register a credit card, debit card, checking or PayPal account. If your credit card company declines your monthly charge, we may retry the charge on your registered credit or debit card on the second, fourth and sixth day(s) (and on the fourteenth day for the \$6.99 Talk plan) after the charge is declined unless (1) you have a sufficient cash balance in your account at that time to pay the charge or (2) you have paid the charge in full before the day on which we next retry the charge.

You can use your Virgin Mobile account to pay for VirginXL or VirginXtras, and even recurring charges for Pay-by-the-Month services. We will deduct the monthly service charges from your account only if you have sufficient funds to pay the entire monthly charge. If there are insufficient funds in your account and you have registered a card, checking or PayPal account, we will charge your credit or debit card for the monthly service fee.

You can add money to your account anytime by applying top-up cards or credit or debit card payments or registered checking or PayPal account payments. You can set up Auto Top-Up with your credit or debit card or registered checking or PayPal account, automatically adding a specific amount to your account each month. If you are using our Pay-by-the-Minute option and you want to switch to a Pay-by-the-Month offer, you can use your existing balance to pay for the initial monthly fee.

Your account history for the previous 60 days will be available online at www.virginmobileusa.com unless you switch service options, in which case your account history for your new service option will be available online for a period of up to 60 days following the date of your switch, but you can request a printed statement by calling **Virgin Mobile At Your Service** at 1-888-322-1122.

We do not charge amounts to your registered credit card, debit card, checking or PayPal account following (1) your removal of the registered payment method through My Virgin Mobile at www.virginmobileusa.com or **Virgin Mobile At Your Service** at 1-888-322-1122 or (2) deactivation of your service.

Taxes and Surcharges

Prices for our service options do not include certain taxes or surcharges. Virgin Mobile charges state and local sales taxes, as well as surcharges for federal and state Universal Service Fund contributions and state and local 911 fees, and may also include a cost recovery surcharge. The amount of these surcharges may vary from time to time and by area. Surcharges are assessed to help defray our costs incurred in complying with federal and state telecommunications regulations. Surcharges are not taxes or fees that the government requires from consumers. Virgin Mobile collects sales taxes on all top-up transactions for all service options.

Switching among Virgin Mobile Service Options

You may switch from any Pay-by-the-Minute service option to any Pay-by-the-Month service option offered to new customers at any time. Monthly fees are not refundable. When you switch from a Pay-by-the-Month service option to a Pay-by-the-Minute service option or from one Pay-by-the-Month service option to another Pay-by-the-Month service option, you will not receive a refund of any portion of your monthly service charge and you will lose all of your remaining unused monthly minutes. For that reason, we recommend that you switch at the end of your monthly billing cycle or after you've used your minutes. Repeated switching is not permitted and may result in termination of service.

Account Status

Pay-by-the-Minute Plans

18¢ Talk

Your Pay-by-the-Minute account will remain active for 90 days after you top-up at least \$20 (or \$15 if you select the \$15 Auto Top-Up option), and 45 days (up to a maximum of 90 days) after you top-up at least \$10 (the "Active Period"). You can make calls and use VirginXL or VirginXtras if you have a positive account balance sufficient to pay for the services. If you do not top-up again sometime during that 45-day or 90-day Active Period, your Pay-by-the-Minute account will become inactive on the day following the expiration of the Active Period. Inactive means you cannot make or receive calls (other than 911 emergency calls), send or receive text messages, download ringtones, or do anything else--even if you have money in your account.

During the next 60 days (the "Inactive Period") you can top-up your account and make it active again. All of the airtime in your account will be renewed for another 90 days if you top-up at least \$20 (or \$15 if you select the \$15 Auto Top-Up option) and 45 days if you top-up at least \$10, and you get to keep your phone number.

However, if you do not top-up during the 60-day Inactive Period, your Pay-by-the-Minute account will expire and we will deactivate your service. You will lose your phone number and Virgin Mobile will assess you a termination charge equal to the value of the airtime in your account. At that point, you'll have to reactivate and go through the fun and easy activation process again. Just contact **Virgin Mobile At Your Service** at 1-888-322-1122 to activate your account using a top-up card or a debit/credit card.

If you are enrolled in one of our Pay-by-the-Minute plans and you top-up \$90 within any 72-hour period, you will be automatically enrolled in our Service Preserver program and your Pay-by-the-Minute account will stay active for one year, but you will need a positive account balance to use your Virgin Mobile phone. You can keep your account active for one year from the date of any subsequent top-up of \$90 or more within a 72-hour period. To opt-out of Service Preserver just contact **Virgin Mobile At Your Service** at 1-888-322-1122 within 30 days from the date you were last enrolled. If you're enrolled in Service Preserver, switch to a Pay-by-the-Month service and then switch back to a Pay-by-the-Minute service, you will retain your enrollment in Service Preserver and your account will remain active for one year from the date you last enrolled (but you will need a positive account balance to use your Virgin Mobile phone). If your account decreases to a zero balance, you will be unable to use your phone other than to call 911, which may result in the termination of any phone call or service for which you have not previously paid.

\$6.99 Talk Plan

If you do not pay the monthly \$6.99 fee for 10-cent per-minute pricing, your account will become inactive, which means you cannot make or receive calls, send or receive text messages, download ringtones, or do anything else--even if you have a sufficient balance in

your account. When you next pay or have a sufficient balance in your account to pay the monthly charge of \$6.99 each month, you will be charged that amount and will then pay 10¢ for each minute you use.

Your account will expire after the later of (1) 60 days after failure to pay your monthly recurring charge and (2) 150 days from the last top-up of \$15 or more or 105 days from the last top-up of \$10.

When your account expires, you will lose your phone number, and Virgin Mobile will assess you a termination charge equal to the value of any airtime left in your account. Contact **Virgin Mobile At Your Service** at 1-888-322-1122 to reinstate your account using a debit/credit card.

Pay-by-the-Month Plans

If you do not pay your Pay-by-the-Month charge, you will be charged 18¢ for each minute you use provided that you have a sufficient balance in your account. If your account balance is insufficient, your account will become inactive, which means you cannot make or receive calls, send or receive text messages, download ringtones, or do anything else. When you next pay or have a sufficient balance in your account to pay the monthly charge associated with the Pay-by-the-Month plan you selected, you will be charged that amount and will receive the number of minutes associated with that plan. If you fail to pay your Pay-by-the-Month charge but within 120 days of such failure you top-up your account in an amount that is insufficient to pay that monthly charge, then at the end of that 120-day period Virgin Mobile will transfer you to the 18¢ Talk plan. If 120 days elapse after the failure to pay a monthly recurring charge, your account will expire, you will lose your phone number, and Virgin Mobile will assess you a termination charge equal to the value of any airtime left in your account. At that point, you'll have to reactivate and go through the fun and easy activation process again. Contact **Virgin Mobile At Your Service** at 1-888-322-1122 to reinstate your account using a debit/credit card.

VirginXL and VirginXtras

If you want access to certain types of VirginXL and VirginXtras services, there is a charge of 15¢ and 10¢ each day, respectively, to access these services, but you may decline access to these services and forgo this fee. If you agreed to access VirginXL services prior to September 11, 2007 and pay a charge of 10¢ each day, you may continue to pay a daily charge of 10¢ to access these services, but if you decline access to these services at any time after September 11, 2007 and wish to re-access them you will be charged 15¢ each day. There is a charge of \$1 each day for mobile web browsing for up to half a megabyte of data browsed. There are additional charges for each ringtone, game and message. Other fees, including airtime, may apply to certain VirginXL and VirginXtras applications.

Certain VirginXL and VirginXtras are available on a subscription basis and can be canceled at any time through your handset or our website (www.virginmobileusa.com).

Use of VirginXL or VirginXtras is subject to the terms applicable to the particular service and available on our website (www.virginmobileusa.com), and is also subject to the provisions of the section entitled "Acceptable Use of Virgin Mobile Products and Service" below.

Mobile Services and Content

Mobile services available through VirginXL or VirginXtras and your Virgin Mobile phone may allow you to access the Internet, text, pictures, games, graphics, music, email, sound and other materials ("Mobile Content") and send Mobile Content elsewhere. Some Mobile Content is available from us or our business partners, while other Mobile Content can be accessed from other third-party websites or services. We make absolutely no representations, warranties or guarantees about the Mobile Content you access through VirginXL or VirginXtras or on your Virgin Mobile phone. Mobile Content may be: unsuitable for children/minors; unreliable or inaccurate; or offensive, indecent or objectionable. You are solely responsible for evaluating the Mobile Content accessed by you or anyone using your Virgin Mobile phone. We strongly recommend you monitor data usage by children or minors. Prior to accessing certain content which may be inappropriate for children/minors, we may require you to provide certain personal information in order to verify that you are at least 18 years of age. Mobile Content from third parties may also harm your Virgin Mobile phone or its software. To protect our network or services, or for any other reasons we may place other restrictions on accessing certain Mobile Content, impose separate charges, limit the amount of data you can access or transfer, or otherwise limit or terminate services.

Messaging

You can send and receive text messages of up to 160 characters or picture messages with audio and up to 500 characters on your Virgin Mobile phone. There is no character limit for email and instant messages ("IM").

Rates

As of October 24, 2007, the following messaging rates apply: (1) domestic text messages are 10¢ to send and 10¢ to receive; (2) international text messages are 20¢ to send and 10¢ to receive; (3) domestic picture messages are 25¢ to send and 25¢ to receive, and they may not

be sent to an international phone number; (4) email messages are 10¢ to send and 10¢ to receive, as well as 10¢ for each notification message—if you do not choose to read the email, the cost is 10¢ for the notification only, and if you do read the email, the total cost is 20¢; and (5) instant messages are 10¢ to send and 10¢ to receive.

Alternatively, you may purchase a subscription for monthly buckets ("Messaging Packs") of domestic text, picture, email and instant messages at the following prices and sizes: \$1.99 for 30 messages, \$4.99 for 200 messages, \$9.99 for 1000 messages, and \$19.99 for unlimited messages. Each email notification message that you receive will be deducted from the available messages in your purchased bucket. Each bucket is valid for 30 days from the date of purchase, and unused messages will not be added to a subsequently purchased bucket. If you use all the messages in your bucket, each additional text, IM, email and email notification message costs 10¢, and each additional picture message costs 25¢. If you do not have sufficient funds in your account for your monthly subscription, you will be charged 10¢ for each text, email and instant message and 25¢ for each picture message. The next month, you will be charged the monthly fee for the bucket of messages that you had previously selected. Monthly buckets do not include international text messages, Virgin Mobile audio messages ("VAM"), or voicemail messages.

You can terminate the subscription or switch to another bucket of messages from your handset (VirginXL or VirginXtras > Messaging > Messaging Management) or by visiting the Messaging Settings page on Virgin Mobile's website (www.virginmobileusa.com). Unused messages will not be applied to subsequently purchased buckets.

If you activated service prior to October 24, 2007, you may continue to message at your then-existing rates, but if you switch to another plan or fail to pay the monthly subscription charge, you will be charged at rates applicable to a current plan.

Preventing Spam

If you are receiving unwanted text messages ("spam"), go to the source and unsubscribe or remove your phone number from the service. You may also elect to prevent the receipt of any text messages by visiting the Messaging Settings page on Virgin Mobile's website (www.virginmobileusa.com) or by changing the preferences on your handset (VirginXL or VirginXtras > Messaging > Messaging Management), but you may still receive service alerts from Virgin Mobile. If you elect to prevent the receipt of text messages, and you subsequently sign up for an alert on VirginXL or VirginXtras, such as Joke of the Day, or a text alert from any other source, you must first change your text messaging settings to permit the receipt of alerts and all text messages.

Blocking Messages

You have the ability to block text messages from up to ten telephone numbers or email addresses by visiting the Messaging Settings page on the Virgin Mobile website (www.virginmobileusa.com). You may edit your preferences at any time.

Unsolicited Messages

If you intentionally send unsolicited messages ("spam") from your Virgin Mobile phone we may terminate your service without further notice.

Additional Charges

There is a charge of \$1.75 for each call to directory assistance, plus airtime. Five checks of your balance on the mobile phone are free each day. Thereafter, each check that day costs 2¢.

All rates are subject to change without prior notice, and additional regulatory surcharges and taxes may apply.

Calls are billed in one-minute increments, with a minimum time per call of one minute, and rounded up to the nearest whole minute. Calls are limited to two hours: if you are on a call for longer than two hours, the call will automatically terminate. International rates vary.

If your account is deactivated for any reason, Virgin Mobile will assess you a termination charge equal to the value of the airtime in your account.

Please contact **Virgin Mobile At Your Service** at 1-888-322-1122 or visit our website at www.virginmobileusa.com for additional pricing information or answers to any questions about our services. Calls to **Virgin Mobile At Your Service** may be monitored for quality assurance.

If you are on a Pay-by-the-Minute plan with Mobile to Mobile calling between Virgin Mobile USA phone numbers, all calls to voicemail and call waiting calls received during a call with a non-Virgin Mobile customer will be charged at the applicable per-minute rate in accordance with your Pay-by-the-Minute plan. If you are on a Pay-by-the-Month plan with Mobile to Mobile calling, calls to voicemail and call waiting calls received during a call with a non-Virgin Mobile customer will be charged as anytime minutes or night and weekend minutes (depending on the time of day in which the call is made or received).

We do not charge for switching your number to another Virgin Mobile phone on our website (www.virginmobileusa.com) or by calling Virgin Mobile At Your Service at 1-888-322-1122 and

using a virtual advisor to switch your phone. If you call Virgin Mobile At Your Service and switch your phone using an advisor, you will be charged \$10. This fee will be waived if (1) you are switching your number within 30 days of the purchase of the mobile phone or (2) if your mobile phone was lost or stolen and you are switching to a reconditioned phone that you have purchased by calling Virgin Mobile At Your Service (1-888-322-1122) or by visiting our website (www.virginmobileusa.com).

Disputed Charges

If you think that there has been an error in any charge posted to your account, you must notify us within 15 days after the charge is posted to your account balance to request an adjustment. Give **Virgin Mobile At Your Service** a call at 1-888-322-1122 and one of our advisors will help you out by investigating your claim.

Refunds and Returns

Refunds of Top-Up Cards and Account Balances

Virgin Mobile is not responsible for, nor do we refund lost, stolen, misused, or damaged top-up cards. Virgin Mobile top-up cards that are removed from their packaging or show signs of tampering will not be accepted for refund. Virgin Mobile top-up cards that require a PIN to be printed on a store receipt cannot be returned for a refund. Top-up cards must be applied to your account within one year of purchase. All top-up sales are final and non-refundable regardless of who actually uses or possesses your phone after you buy airtime, and regardless of whether the phone usage is made with your consent or knowledge.

Monthly charges are non-refundable.

Returning Your Virgin Mobile Phone

Phones purchased directly from Virgin Mobile may be returned for a full refund within 30 days of purchase. You must have the original receipt, packaging materials and all components. Please contact **Virgin Mobile At Your Service** at 1-888-322-1122 for instructions.

Phones purchased at retail stores may be returned to that store in accordance with the store's return policy. Please repack the phone and all components and bring to the store where you purchased it.

Lost or Stolen Equipment

If your phone is lost or stolen, you are responsible for charges incurred until you notify us of the loss of your mobile phone by visiting our website (www.virginmobileusa.com) or calling **Virgin Mobile At Your Service** at 1-888-322-1122. Virgin Mobile will then suspend your account. If you do not either activate a new Virgin Mobile phone or notify us that you have found your old phone within 60 days of the suspension of your account, you'll lose your Virgin Mobile phone number and your account balance.

Phone Number

The phone number we give you is and will remain the property of Virgin Mobile. We may give the phone number to another customer without telling you if you cancel at any time to use another mobile service (unless you transfer the phone number to another telecommunications provider in accordance with applicable regulations), or if your account becomes inactive. We may also change your number at any time, but we will notify you prior to any change. You can request to change your phone number up to three times each year.

Keeping Your Old Phone Number

You can switch an existing wireline or wireless phone number to be your Virgin Mobile number depending on where you live. To switch an existing phone number to Virgin Mobile, contact **Virgin Mobile At Your Service** at 1-888-322-1122. We'll walk you through the process. Before you call, please have a bill from your old wireless or wireline carrier handy. When you switch from your old wireless carrier, you may have to pay a termination penalty if you terminate your contract early. Virgin Mobile will not reimburse you for any termination fees imposed by other carriers.

You will not be able to switch your area code without receiving a new local number from Virgin Mobile as well. For example, say you've just moved from San Francisco to New York City, and your San Francisco number was 415-123-4567. In that case, if you are switching to Virgin Mobile from a wireless carrier, you could keep 415-123-4567, but you cannot switch to 212-123-4567. It's the same if you are switching your landline (your home phone) to Virgin Mobile- you will have to keep your old area code. Be careful though, your New York friends might end up paying long distance charges when they call your San Francisco number from the New York area.

Acceptable Use of Virgin Mobile Products and Services

You may not use Virgin Mobile's service for any illegal purpose, including to harass, threaten, abuse, defame, or slander any individual or entity. You may not use our service in a manner that interferes with another Virgin Mobile customer's use of our service.

Virgin Mobile and its business partners provide messages, data, information, music, games, images, text, or other material for your private, non-commercial use only. You may not sell or

resell this content. You may not upload and transmit or broadcast this content in public places. These uses are expressly prohibited by Virgin Mobile. You will be solely responsible if you engage in any unauthorized use of this content.

Content Objectionable or Offensive to Third Parties

You may not publish, copy, reproduce, upload, download, post, distribute, edit, modify, or otherwise transmit ("Post") any content that is unlawful, libelous, defamatory, slanderous, obscene, pornographic, harassing, threatening, abusive, harmful, or otherwise objectionable, or that infringes upon or otherwise violates others' rights, including privacy rights.

Unlawful Content

You may not Post any content that encourages or is in furtherance of an unlawful, criminal, or fraudulent activity or that violates any Virgin Mobile rule or policy.

Soliciting Information

You may not Post any content that solicits any information from other customers or involves any commercial activities, including advertisements.

Infringing Content

You may not Post any content that may infringe on or otherwise violate any patent, trademark, trade secret, copyright, or other intellectual property or other proprietary right of any person. Infringement may result from the unauthorized copying, posting, editing, modifying or distributing of any content, including ringtones, graphics, pictures, photographs, logos, software, articles, music, games, or videos. By posting any content, you represent that you have legal rights to use, distribute, and publish such content.

Harmful Content

You agree not to Post any content that contains viruses, worms, time bombs, or any other similar programs that would interfere or disrupt our provision of the service.

Removal of Objectionable Content

We reserve the right, in our sole discretion, to remove or delete any content that you Post on our service that violates these Terms of Service or is otherwise deemed objectionable by us in our sole discretion. We may delete content that you have downloaded to your personal vault or limit the amount of content that you may download during any given period.

Suspension or Termination of Service

We reserve the right to issue a warning, suspend or terminate your access to the www.virginmobileusa.com website or our service at any time should we determine in our sole discretion that you have violated these Terms of Service or any other rule or policy of Virgin Mobile, or for any other reason in our sole discretion.

Disclosure of Content

To comply with appropriate legal process, Virgin Mobile may disclose to law enforcement authorities any content, as well as other relevant information, including your name, account history, account information, or other transmission data requested by law enforcement. We also may disclose to third parties any content as is necessary to respond to claims that such content violates the rights of third parties or to protect the rights and property of Virgin Mobile.

Storage of Content

Some content may not be stored or processed because of personal vault memory limitations. You agree that Virgin Mobile is not liable for such deletion or failure to store content, and, in compliance with the terms of this agreement, you should store photographs and other information permanently using another means, such as a CD-R or personal computer. Content may expire within 60 days of its original download or use unless you otherwise request its retention and/or preservation. A password may be required to use VirginXL and VirginXtras or to access the contents of your personal vault. Use of VirginXL requires the use of a compatible phone or other device and is subject to certain functionality limitations such as memory, processor speed, and graphics capability. Not all applications will work on all Virgin Mobile phones and equipment, and some applications may not be available in all areas. Use of certain VirginXL and VirginXtras applications may require the disclosure of personal information subject to the policies of the developers of such applications.

Other Programs and Services

Virgin Mobile Website

You may use our website located at www.virginmobileusa.com to manage your account, make payments, view our content and learn more about our products and services. Any use of the Virgin Mobile website is subject to the terms set forth in the Terms of Website Use and Privacy Policy.

Virgin Mobile Stash

Virgin Mobile Stash is a Visa prepaid debit card that may be used to make purchases at merchants that accept Visa and to withdraw cash from participating ATMs. To participate, you must be at least 13 years of age and agree to the terms of use of the Virgin Mobile Stash program. If you are under 18 years of age, a parent or guardian must register on your behalf and consent to your participation. Virgin Mobile will collect certain personal information, such

as a social security number or driver's license to validate your identity, as well as your age and street address for demographic purposes. For information regarding the use and protection of this data, please review Virgin Mobile's Privacy Policy, which is available at www.virginmobileusa.com. Active Virgin Mobile customers may earn rewards points for using the Virgin Mobile Stash card, which can be redeemed for Virgin Mobile airtime. Virgin Mobile may award points and alter the structure of the rewards program from time to time in its sole discretion. Virgin Mobile is only offering this program to existing participants. To obtain more information, visit www.virginmobilestash.com.

Virgin Mobile Sugar Mama

Virgin Mobile's Sugar Mama program allows customers to earn airtime for engaging with the company's business partners and other spirited brands. To participate, you must be an active Virgin Mobile customer who is 13 years of age or older. Internet access is required for establishing and managing your account. Virgin Mobile will collect certain demographic information, including your age, gender, and zip code. For information regarding the use and protection of this data, please review Virgin Mobile's Privacy Policy, which is available at www.virginmobileusa.com. To use certain online and mobile services, you must permit the placement of cookies on your computer and you must opt-in to receive text messages. Customers generally must view an advertisement, rate it and answer a survey to receive airtime awards. Virgin Mobile may award airtime minutes and alter the structure of the program from time to time in its sole discretion.

The RE*Generation Pro-Social Program

Virgin Mobile, together with Virgin Unite, the charitable arm of the Virgin Group, is partnering with an array of not-for-profit organizations in an effort to help young people in need. There are a number of ways to participate:

- Download any Virgin Mobile content to your phone and 5% of our profits from these sales will go to help young people in need--through direct contributions to our charitable partners or by funding programs that provide support and raise awareness.
- Donate \$1 from your Virgin Mobile account, and Virgin Mobile will match the contribution, subject to an annual limit on the company's contributions.
- Download a ringtone from The RE*Generation pro-social folder in the VirginXL or VirginXtras menu on your Virgin Mobile phone or from Virgin Mobile's website, and our profits from that download will go directly to our pro-social partners, subject to an annual limit on the company's contributions.
- Donate directly to one of Virgin Mobile's pro-social partners by visiting Virgin Unite's website (www.virginunite.com).

The aggregate annual limit on the company's contributions in 2007 for profits from the RE*Generation content downloads and Virgin Mobile matching donations is \$250,000. Any donations you make may be considered charitable contributions for tax purposes, but you cannot deduct donations made by Virgin Mobile. Virgin Mobile reserves the right to alter the terms of this program from time to time in its sole discretion.

TTY Access

For information concerning TTY access for the hearing impaired, please contact **Virgin Mobile At Your Service** at 1-888-322-1122.

Pay-Per-Call Services

Virgin Mobile will not directly complete any calls to 1-900, 1-976 or other pay-per-call service.

Limitation of Liability

Virgin Mobile and its business partners won't be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind, including lost profits (regardless of whether we have been notified that such loss may occur) by reason of any act or omission in our provision of products or services. Virgin Mobile assumes no risk or responsibility for your use of any of the content provided as part of our services. We won't be liable for any act or omission of any other company furnishing a part of our service or any equipment provided for such service--including for errors or omissions of any vendors participating in offers made through us--or for any damages that result from any product or service provided by or manufactured by third parties.

Indemnification

You agree to indemnify and hold harmless Virgin Mobile and its affiliates and their respective officers, agents, partners and employees, from any and all liabilities, settlements, penalties, claims, causes of action, and demands brought by third parties (including the costs, expenses, and attorney's fees on account thereof) resulting from your use of Virgin Mobile products and services whether based in contract or tort (including strict liability) and regardless of the form of action.

Warranties

We don't make our cell phones or other equipment. The only warranties are those extended by the manufacturers. We have no liability, therefore, in connection with the mobile phones and other equipment or for the manufacturers' acts or omissions.

We make no warranties or representations, express or implied, regarding the products and services provided hereunder, including, but not limited to, warranty of title, warranty that the product or service is fit for a particular use, or warranty of merchantability. We expressly disclaim any and all implied warranties.

Safety and Security

Virgin Mobile is not responsible for the content or security of voicemail or contact lists you create. We urge you to create a password for access to your voicemail.

Do not use while driving.

Notices

You may notify us by mail (Virgin Mobile USA, LLC, 10 Independence Blvd., Warren, NJ 07059), phone (1-888-322-1122) or electronic means (via our website at www.virginmobileusa.com). Such notices will be considered effective after we receive them. If you are unable to resolve your concerns with Virgin Mobile USA, you may file a complaint with the Federal Communications Commission, Washington, DC 20554. Any notice we send you will be sent to your last known residence or electronic address as shown on our records, or via electronic messaging to your Virgin Mobile phone.

Use of Your Customer Information

We will always handle your information in a manner consistent with federal consumer privacy laws and the Virgin Mobile USA Privacy Policy, available on the Virgin Mobile website at www.virginmobileusa.com. We take reasonable steps to protect your personal information from unauthorized use or disclosure. Except as contemplated by the Privacy Policy, we will not intentionally share your personal information without your permission. We may, from time to time, use the information you provide us to market services to you that may be related to our service offerings. You will have the opportunity to choose whether you would like to receive text messages, email, direct mail and other updates from Virgin Mobile and its partners about hot new products, special promotions, and important service information by editing your profile at www.virginmobileusa.com (log in and select Account Info and then Contact Info) or by calling **Virgin Mobile At Your Service** at 1-888-322-1122.

Effect of Terms of Service

These terms supersede all oral or written communications and understandings between you and Virgin Mobile with respect to our products and services to you and the terms under which they are offered and provided to you. If any part of these terms is declared invalid or unenforceable, all other parts of these terms are still valid and enforceable. Such invalidity or non-enforceability will not invalidate or render unenforceable any other portion of these terms. No provision of these terms provides any person or entity not a party to these terms with any remedy, claim, liability, reimbursement, or cause of action or create any other third party beneficiary rights. Any complaint, arbitration or other legal action concerning these terms shall be interpreted under the laws of the State of New York and shall be subject to the jurisdiction of the courts of the State of New York. Complaints, arbitration or other legal actions involving California customers will be interpreted under the laws of the State of California, and will be subject to the jurisdiction of the courts of the California county in which the customer primarily uses Virgin Mobile's services.

Export

You agree to comply with all trade regulations and export control laws both domestic and foreign. Virgin Mobile phones, equipment, software, and any underlying information accessed or transferred by you using Virgin Mobile's services may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. § 2401, et seq.) and the Export Administration Regulations (50 C.F.R. § 730-774), as well as the import regulations of other countries. You agree not to export or re-export any Virgin Mobile phones, equipment, or software to any foreign country. Any information transferred by you using Virgin Mobile's services to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

Trademarks and Licenses

The Virgin name and signature and the Virgin Mobile name and logo are registered trademarks of Virgin Enterprises Limited and used under license by Virgin Mobile USA, LLC. Virgin Mobile products and services are licensed under U.S. Patents 5,722,067; 6,157,823; and 6,236,851.

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Home	Flare	Minute Plans	Messaging	My Account	Account
Find A Store	LG Aloha	Monthly Plans	Text Messaging	Feature Article	Phones
Contact Us	Switch_Back	Messaging	Picture Messaging	The	Plans
About	Wild Card	International	Alerts &	RE*Generation	Service

Careers
Legal Matters
Privacy Policy
Investor
Relations

Cyclops
Super Slice
Slice
Slider Sonic
Marbl
Snapper
Oystr
Flasher V7
K10 Royale
Shorty
K9
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Graphics
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Other Stuff to Try

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